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REMARKS

This is in response to the Office Action mailed on August 25, 2006. Claims 1-29 are pending in the application and were rejected. With this response, claims 1, 11, and 20 are amended. Also, claims 6, 7, 16, 17, 25, and 26 are canceled. The remaining claims are unchanged and no new claims are added. Accordingly, claims 1-5, 8-15, 18-24, and 27-29 are now pending in the application.

Claims 1-6, 8-16, 18-25, and 25-29 were each rejected in the Office Action on pages 2-4 under 35 U.S.C. 102(e) as being anticipated by Atkins. Independent claims 1, 11, and 20 have been amended to include the features of "a user-selected service level agreement from a plurality of available unique service level agreements, where each of the unique service level agreements includes a unique combination of available access to at least one of the automated coaching and the live advisor." The Office Action at page five states that "Atkins does not disclose a method, financial model, and computer program . . . wherein access to an automated coaching and live advisor is based on a service level agreement." Because the features of the amended claims are admittedly not found or suggested in Atkins, the amended claims are not anticipated and are patentably distinguishable from Atkins. Accordingly, Applicants respectfully request that the rejection based on 35 U.S.C. 102(e) be removed.

Claims 7, 17, and 26 were rejected under 35 U.S.C. 103(a) as being unpatentable over Atkins as applied to claims 1, 11, and 20, and further in view of Leemhuis. Claims 7, 17, and 26 have been canceled. But the reason for the rejection of these claims in the Office Action is worth responding to in view of the amendments to the independent claims. Applicants submit that the amended independent claims include features not shown or suggested in Atkins and Leemhuis, and, because these features are missing from the references separately, they cannot be found in any proposed combination of the references.

The Office Action states that "Atkins does not disclose a method, financial model, and computer program . . . wherein access to an automated coaching and live advisor is based on a service level agreement." Further, Leemhuis is cited for a method, financial model, and computer program . . . wherein access to an automated coaching and a live financial advisor is based on a service level agreement."

The claims have been amended, however, to include the limitations of "providing over the wide area network, accessible customized automated coaching and counseling by a live financial advisor directly to a user; and a user-selected service level agreement from a plurality of available unique service level agreements, where each of the unique service level agreements includes a unique combination of available access to at least one of the

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automated coaching and the live advisor." Leemhuis or the prior art of record does not meet the limitations of the amended claims for several reasons, among which three examples are discussed below.

First, Leemhuis or the prior art of record does not show the features of "a user-selected service level agreement from a plurality of available unique service level agreements" as set forth in the claims. The disclosure of Leemhuis only contemplates one available service contract or subscriber agreement.

Second, the cited portions of Leemhuis in the Office Action do not disclose the features of "accessible customized automated coaching and counseling by a live financial advisor directly to a user" as set forth in the claims. Leemhuis does not disclose a direct interface of live advice and automated coaching to a user that could be construed to fall within the terms of the amended claims. Rather, Leemhuis teaches away from the amended features where it states at column 4, lines 20-26 "In the past, where brokerage operations depended on personal service and advice to purchasers, high brokerage fees and commissions could be justified somewhat. However, most current mutual fund purchasers are very sophisticated, research mutual fund performances over the Internet [sic] themselves and merely place orders by computers with discount brokerages."

Third, the service contract or subscriber agreement of Leemhuis does not include the features of "each of the unique service level agreements includes a unique combination of available access to at least one of the automated coaching and the live advisor" as set forth in the claims. Leemhuis does not teach or suggest tying its service contract or subscriber agreement to a variable amount of automated coaching or live advice, if such a feature could be found in the disclosure. The service contract or subscriber agreement includes a subscription charge that allows the user to invest or liquidate amounts invested in mutual funds of the system.

For at least the reasons discussed above, the amended features are not shown in either reference separately or suggested in the prior art, and thus the amended features cannot be found in any proposed combination of the references.

Applicants respectfully request removal of the rejections, and favorable action and allowance of the application.

CONCLUSION

Applicants now submit that all pending claims are allowable and respectfully request that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7340.

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If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Reference 60021-339701).

Respectfully submitted,

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